

NOVEMBER 30, 2004
CONTRACT PERIOD THROUGH ~~NOVEMBER 30, 2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ASPHALT PAVING LOT REPAIR AND STRIPING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **NOVEMBER 17, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Steve Varscak, FMD
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: ASPHALT PAVING, PARKING LOT REPAIR AND STRIPING

1.0 **INTENT:**

The intent of this Invitation For Bids is to source a contractor to perform parking lot asphalt repairs, patching, resurfacing, and line striping for various parking lots owned by Maricopa County and maintained by the Facilities Management Department. This bid shall be for services as requested and by purchase order only.

This contract shall be both *time and materials* for small repairs and patching, and larger work shall be quoted as a *project*.

All County departments may use this contract for asphalt work. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

Work initiated and paid by a County agency other than FMD, the term Facilities Management or FMD shall then mean "County Agency."

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 HOURS OF WORK:

All work under this contract shall be coordinated by FMD. This may occur during normal business hours, after hours, or weekends, dependant on the traffic flow and departmental requirements.

2.2 Contractor to supply all labor, supervision, materials, supplies, equipment, transportation, and all effort necessary to perform the specifications herein.

2.3 Contractor shall provide an on-site supervisor and who must speak English.

2.4 When deemed necessary, and if possible, the Facilities Management Department will furnish the Contractor plans of the site.

2.5 The Contractor shall commence work within seven (7) calendar days after notice to proceed is issued by FMD, and shall fully complete all work in accordance with this contract within the time frames established in the individual scope of work. Notice to proceed shall be in writing and reference the contract serial number.

2.6 Payment for asphalt milling and paving shall be by the square yard. The Contractor's cost per square yard shall include all cost such as equipment, labor, and overhead for actual milling and paving operating time. Stripping of parking lots shall be by the linear foot or per stall depending on the job, and also to include materials, equipment, and labor.

2.7 Any delay time caused by the County that is not actual operating time or mobilization time shall be paid as hourly standby time.

2.8 Down time or other delay time caused by equipment break down, or cause by the Contractor, will not be considered for payment.

2.9 The Contractor should visit the site and familiarize themselves with any conditions that may affect performance and project quotes. Submission of a project quote will be prima facie evidence that the Contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

2.10 PROJECT WORK:

Project work shall mean work performed on work costing over \$1,000.00. Each of the contractors assigned to this contract (If multiple award) shall be provided a request for project quote with a detailed Scope of Work. Contractors must meet at the site to prepare an accurate quote. As such, each contractor desiring to bid shall submit a competitive project quote for such project work, with award to the lowest bidder of the project. The threshold from time and materials to project work shall be \$1,000.00, or as required by FMD or the using agency.

Contractors submitting a project quote, must contain: The contract serial number; Name and address of site; FMD site number; Labor and materials combined cost (tax, if any, 65% construction of the retail tax rate based on combined labor/materials); Grand total. The project bid shall be all-inclusive, that is any cost overrides to be absorbed by the Contractor, or cost underrides to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, and approved by the County prior to any authorization to proceed.

All project work must have a separate line item for hourly standby time, either per man or per crew. This will be provided in the scope of work submitted to the contractor via the requesting County agency.

This contract may also be used for time and materials work (under \$1,000) and priced per hour and as bid in the pricing section. Each bidder shall be ranked in the pricing section as first call, second call, third call, and so on (If multiple award). The lowest hourly bid shall be the first contractor called to perform T&M work. ALL contractors are to have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote.

2.11 EQUIPMENT/SAFETY:

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of this agreement.

2.12 Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the County at Contractor's expense.

2.13 Contractor is to excavate and fill as necessary to prepare the area. Excess soil generated shall be removed and disposed of by the Contractor. If additional soil is required, it shall be sourced by the Contractor and billed to the County. If quoted as a project, there shall be no additional costs unless the work or materials is in addition the initial scope of work.

2.14 The Contractor shall not employ subcontractors without the advance written permission from the County. All correspondence must reflect the contract serial number and name.

2.15 The Contractor shall procure all permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the specifications of this contract.

2.16 SITE CLEANUP:

The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish generated by the carrying out of the specifications herein. All surplus material, rubbish, and debris shall be disposed of by the Contractor at his expense. No surplus materials, rubbish, and/or debris shall be disposed of into County trash containers.

2.17 If the Contractor fails to clean up the work site, the County will complete the task and deduct such cost from monies due the Contractor.

2.18 DAMAGE TO COUNTY PROPERTY:

The Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the County and at no cost to the County.

2.19 Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by FMD at Contractor's expense.

2.20 The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the contractor at the Contractor's expense. Additionally, the Contractor shall not dispose of said surplus material, rubbish, and debris into County trash containers.

2.21 QUALITY OF WORK:

Where not more specifically described in any various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the asphalt paving and repair trade, and shall include all items of fabrications, construction, or installation regularly furnished or required for completions. All work shall be executed by personnel skilled in there respective kinds of work.

2.22 The County's authorized representative shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract. If, in the opinion of the County's representative, the performance becomes unsatisfactory, the County shall notify the Contractor of such and the Contractor shall make acceptable such performance at no additional cost to the County.

The Contractor shall have three (3) calendar days from that time, not including weekends, to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the County shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

2.23 MILLING:

The Contractor shall have a minimum of three (3) years experience in milling of asphalt concrete. Proof of such must accompany bid package.. Not all work in the County parking lots will require milling. Milling of asphalt concrete shall be determined by the Contractor and FMD. **Milling may be subcontracted providing the prime contractor notifies the County as to who the sub-contractor will be.**

2.24 LICENSING:

Contractor shall have a current State of Arizona Registrar of Contractors license for asphalt paving A-14 ~~and C-13~~ **or A-General**. Copy of both must accompany bid package.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 INVOICING:

Note: The Contractor must obtain a purchase order from the requesting agency prior to the start of any work.

After completion of asphalt work, the Contractor shall submit an invoice to the County. The County reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

All T&M invoicing **MUST** include: Purchase order number; Terms as bid; Contract serial number; Job site name and address; FMD site number; FMD service call number; Description of work performed; Itemized materials list in detail; Individual price of materials; Total labor hours; Labor rate as bid; Applicable sales tax on materials only; Grand total of invoice.

Invoicing for project work must contain: Contract serial; Purchase order number; Terms as bid; A detailed description of work performed; Job site name and address; FMD site number; FMD work order number; Combined labor parts and materials cost in dollars; Construction tax based on 65% of retail tax rate for materials/labor; Attached to the invoice must be the project quote sheet.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

3.2 TAX:

Taxes shall be imposed on materials purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

"Items listed on the price schedule (Attachment A) shall be firm for the period of one (1) year, effective award date through one year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (3) year term of this contract. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested, at a minimum 30 days prior to the annual contract anniversary date. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

First Renewal _____ %
 Second Renewal _____ %
 Third Renewal _____ %
 Fourth Renewal _____ %

Evaluation for each line will be based the bid unit cost plus the maximum percentage of increase for the first through fifth year.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 **INSURANCE REQUIREMENTS**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

- 4.11.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 4.11.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.11.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

4.12 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.12 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.14 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.15 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.16 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.17 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.20 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.21 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.24 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.25 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation For Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

4.27 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.28 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.29 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities [may/shall] be considered non-responsive and not eligible for award consideration.

3030 S 7TH STREET, PHOENIX, AZ 85040-1163

ACE ASPHALT OF ARIZONA INC, 895 W ELWOOD, PHOENIX, AZ, 85041

6.0 PRICING: S016102/B0603761

NOTE:

BIDDERS CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Per specifications, pricing for parking lot asphalt paving, patching, striping:

		<u>Inside 25-mile radius</u>	<u>Outside 25-mile radius</u>	
6.1	Asphalt Surface Patch:			
6.1.1	1-200sf	\$ <u>2.50</u> /sf	\$ <u>2.75</u> /sf	(Mobilization Included)
6.1.2	201-300sf	\$ <u>2.50</u> /sf	\$ <u>2.50</u> /sf	
6.1.3	301-400sf	\$ <u>1.75</u> /sf	\$ <u>2.00</u> /sf	
6.2	Asphalt Remove/Replace: (At 2")			
6.2.1	1-100sf	\$ <u>6.00</u> /sf	\$ <u>7.00</u> /sf	(Mobilization Included)
6.2.2	101-200sf	\$ <u>5.00</u> /sf	\$ <u>5.50</u> /sf	
6.2.3	201-400sf	\$ <u>4.75</u> /sf	\$ <u>5.00</u> /sf	
6.2.4	401-600sf	\$ <u>4.50</u> /sf	\$ <u>4.75</u> /sf	
6.3	Crackfill:			
6.3.1	1-10 gallons	\$ <u>10.00</u> /gal	\$ <u>10.00</u> /gal	(Mobilization Included)
6.3.2	11-20 gallons	\$ <u>10.00</u> /gal	\$ <u>10.00</u> /gal	
6.3.3	21-30 gallons	\$ <u>10.00</u> /gal	\$ <u>10.00</u> /gal	
6.4	Asphalt Emulsion Seal Coat:			
6.4.1	1-2,500sf	\$ <u>0.035</u> /sf	\$ <u>0.035</u> /sf	(Mobilization Included)
6.4.2	2,501-5000sf	\$ <u>0.035</u> /sf	\$ <u>0.035</u> /sf	
6.4.3	5,001-10,000sf	\$ <u>0.035</u> /sf	\$ <u>0.035</u> /sf	
6.6	MAG Type II Slurry Seal:			
6.6.1	1-500syd	\$ <u>0.65</u> /syd	\$ <u>0.65</u> /syd	(Mobilization Included)
6.6.2	501-1,000syd	\$ <u>0.65</u> /syd	\$ <u>0.65</u> /syd	
6.6.3	1,001-2000syd	\$ <u>0.65</u> /syd	\$ <u>0.65</u> /syd	
6.7	Asphalt Paving 2" - No Fabric:			
6.71	1-2,000sf	\$ <u>0.45</u> /sf	\$ <u>0.45</u> /sf	(Mobilization Included)
6.72	2,001-3000sf	\$ <u>0.45</u> /sf	\$ <u>0.45</u> /sf	
6.8	Milling:	\$ <u>2,000.00</u> /syd (Up to 2")	\$ <u>2,000.00</u> /syd (Up to 2")	
6.9	Striping: (based on 4" lines)			
6.9.1	New	\$ <u>0.10</u> /lf	\$ <u>0.10</u> /lf	
6.9.2	Re-stripe	\$ <u>0.08</u> /lf	\$ <u>0.08</u> /lf	
6.9.3	6ft arrow	\$ <u>5.00</u> /ea	\$ <u>5.00</u> /ea	
6.9.4	2-color HC	\$ <u>15.00</u> /ea	\$ <u>15.00</u> /ea	
6.9.5	Handicap	\$ <u>7.50</u> /ea	\$ <u>7.50</u> /ea	
6.9.6	Others	\$To be quoted	\$To be quoted	
6.10	Hourly labor rate for T&M:	\$ <u>50.00</u> / per hr.		
6.11	Asphalt materials, cost plus:	<u>15</u> %		

3030 S 7TH STREET, PHOENIX, AZ 85040-1163

ACE ASPHALT OF ARIZONA INC, 895 W ELWOOD, PHOENIX, AZ, 85041

6.12 Labor for services outside the scope of this contract:

\$ 65.00 / per hr.

ESCALATION:

"Items listed on the price schedule (Attachment A) shall be firm for the period of one (1) year, effective award date through one year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (3) year term of this contract. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested, at a minimum 30 days prior to the annual contract anniversary date. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

First Renewal	<u>2</u> %
Second Renewal	<u>2</u> %
Third Renewal	<u>2</u> %
Fourth Renewal	<u>2</u> %

Evaluation for each line will be based the bid unit cost plus the maximum percentage of increase for the first through fifth year.

Terms: Net 30

Federal Tax ID Number: 86-0419478

Vendor Number: 860419478

Contact Person: **John T. McCormack** ~~Rick Doub~~

E-mail Address: john@aceasphalt.com

Telephone Number: **(602) 304-4168** ~~602/243-4100~~

Fax Number: **(602) 304-2683** ~~602/243-3768~~

Contract Period: To cover the period ending **NOVEMBER 30, 2002 2004.**

3600 S 7TH AVE., PHOENIX, AZ 85041

SUNLAND INC ASPHALT & SEALCOAT, PO BOX 50699, PHOENIX, AZ, 85076-0699

6.0 PRICING: S016102/B0603761

NOTE:

BIDDERS CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Per specifications, pricing for parking lot asphalt paving, patching, striping:

		<u>Inside 25-mile radius</u>	<u>Outside 25-mile radius</u>	
6.1	Asphalt Surface Patch:			
6.1.1	1-200sf	\$ <u>7.73</u> /sf	\$ <u>11.22</u> /sf	(Mobilization Included)
6.1.2	201-300sf	\$ <u>3.09</u> /sf	\$ <u>4.49</u> /sf	
6.1.3	301-400sf	\$ <u>2.40</u> /sf	\$ <u>3.40</u> /sf	
6.2	Asphalt Remove/Replace: (At 2")			
6.2.1	1-100sf	\$ <u>33.25</u> /sf	\$ <u>43.70</u> /sf	(Mobilization Included)
6.2.2	101-200sf	\$ <u>8.91</u> /sf	\$ <u>10.07</u> /sf	
6.2.3	201-400sf	\$ <u>4.39</u> /sf	\$ <u>6.14</u> /sf	
6.2.4	401-600sf	\$ <u>3.81</u> /sf	\$ <u>4.35</u> /sf	
6.3	Crackfill:			
6.3.1	1-10 gallons	\$ <u>71.72</u> /gal	\$ <u>104.14</u> /gal	(Mobilization Included)
6.3.2	11-20 gallons	\$ <u>30.81</u> /gal	\$ <u>41.54</u> /gal	
6.3.3	21-30 gallons	\$ <u>30.32</u> /gal	\$ <u>36.80</u> /gal	
6.4	Asphalt Emulsion Seal Coat:			
6.4.1	1-2,500sf	\$ <u>0.42</u> /sf	\$ <u>0.67</u> /sf	(Mobilization Included)
6.4.2	2,501-5000sf	\$ <u>0.24</u> /sf	\$ <u>0.33</u> /sf	
6.4.3	5,001-10,000sf	\$ <u>0.13</u> /sf	\$ <u>0.17</u> /sf	
6.6	MAG Type II Slurry Seal:			
6.6.1	1-500syd	\$ <u>8.72</u> /syd	\$ <u>8.72</u> /syd	(Mobilization Included)
6.6.2	501-1,000syd	\$ <u>3.39</u> /syd	\$ <u>3.39</u> /syd	
6.6.3	1,001-2000syd	\$ <u>2.42</u> /syd	\$ <u>2.42</u> /syd	
6.7	Asphalt Paving 2" - No Fabric:			
6.7.1	1-2,000sf	\$ <u>2.25</u> /sf	\$ <u>3.29</u> /sf	(Mobilization Included)
6.7.2	2,001-3000sf	\$ <u>1.31</u> /sf	\$ <u>1.72</u> /sf	
6.8	Milling:	\$ <u>4.44</u> /syd (Up to 2")	\$ <u>4.44</u> /syd (Up to 2")	
6.9	Striping: (based on 4" lines)			
6.9.1	New	\$ <u>0.12</u> /lf	\$ <u>0.12</u> /lf	
6.9.2	Re-stripe	\$ <u>0.12</u> /lf	\$ <u>0.12</u> /lf	
6.9.3	6ft arrow	\$ <u>7.50</u> /ea	\$ <u>7.50</u> /ea	
6.9.4	2-color HC	\$ <u>43.61</u> /ea	\$ <u>43.61</u> /ea	
6.9.5	Handicap	\$ <u>43.61</u> /ea	\$ <u>43.61</u> /ea	
6.9.6	Others	\$To be quoted	\$To be quoted	
6.10	Hourly labor rate for T&M:	\$ <u>51.00</u> / per hr.		
6.11	Asphalt materials, cost plus:	<u>29</u> %		

3600 S 7TH AVE., PHOENIX, AZ 85041
SUNLAND INC ASPHALT & SEALCOAT, PO BOX 50699, PHOENIX, AZ, 85076-0699

6.12 Labor for services outside the scope of this contract:

\$ 51.00 / per hr.

ESCALATION:

"Items listed on the price schedule (Attachment A) shall be firm for the period of one (1) year, effective award date through one year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (3) year term of this contract. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested, at a minimum 30 days prior to the annual contract anniversary date. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

First Renewal	<u>10</u> %
Second Renewal	<u>10</u> %
Third Renewal	<u>10</u> %
Fourth Renewal	<u>10</u> %

Evaluation for each line will be based the bid unit cost plus the maximum percentage of increase for the first through fifth year.

Terms:	Net 30
Federal Tax ID Number:	86-0455988
Vendor Number:	860455988
Contact Person:	John Steinbach Doug Declusin
Telephone Number:	(602) 470-0521 602/323-2800
Fax Number:	(602) 470-1422 602/323-2828
Contract Period:	To cover the period ending NOVEMBER 30, 2002 2004.